



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS OCTOBER 27, 2015 1:30 P.M.**

CONSENT AGENDA

* Approval of minutes – October 20, 2015

* Confirmation of committee appointments

LaDonna Sherwood would be appointed to the Community Development Advisory Committee. The term would commence October 27, 2015 and expire October 26, 2017. (Councilmember Audwin M. Samuel)

LaBonna Spikes would be appointed to the Community Development Advisory Committee. The term would commence October 27, 2015 and expire October 26, 2017. (Councilmember Audwin M. Samuel)

Mel Wright, Ex-officio, would be reappointed to the Convention and Tourism Advisory Board. The current term would expire October 18, 2017. (Mayor Becky Ames)

Rocky Chase, Ex-officio, would be reappointed to the Convention and Tourism Advisory Board. The current term would expire October 18, 2017. (Mayor Becky Ames)

Dr. Richard Leblanc, Ex-officio, would be reappointed to the Convention and Tourism Advisory Board. The current term would expire October 18, 2017. (Mayor Becky Ames)

Lee Smith would be reappointed to the Community Development Advisory Committee. The current term would expire October 1, 2017. (Councilmember Robin Mouton)

- A) Authorize the Chief of Police to execute and maintain a non-terminal agency agreement with the Beaumont Independent School District Police Department
- B) Authorize the Mayor, City Manager, and Emergency Management Coordinator to execute a Mutual Aid Agreement and four addendums with the Beaumont Independent School District

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the following appointments be made:

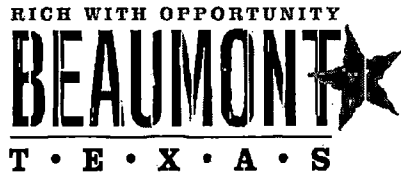
<u>Appointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
LaDonna Sherwood	Community Development Advisory Committee	10/27/2015	10/26/2017
LaBonna Spikes	Community Development Advisory Committee	10/27/2015	10/26/2017

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Mel Wright	Convention and Tourism Advisory Board	10/27/2015	10/18/2017
Rocky Chase	Convention and Tourism Advisory Board	10/27/2015	10/18/2017
Dr. Richard Leblanc	Convention and Tourism Advisory Board	10/27/2015	10/18/2017
Lee Smith	Community Development Advisory Committee	10/27/2015	10/01/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of
October, 2015.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James Singletary, Chief of Police

MEETING DATE: October 27, 2015

REQUESTED ACTION: Council consider a resolution authorizing the Chief of Police to execute and maintain a non-terminal agency agreement with the Beaumont Independent School District Police Department (BISD PD).

BACKGROUND

The Department of Public Safety (DPS) manages and controls access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC). Queries and data entry using these systems is managed locally under the authority of the Chief of Police. BISD PD has traditionally coordinated with the City to provide this access for queries and to perform required data inputs for the School District. The DPS provides a standard form for police departments collaborating in this manner, and each chief is required to sign. The form has to be updated each time either of the Chief's change.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Non-Terminal Agency Agreement, substantially in the form attached hereto as Exhibit "A," between the Beaumont Independent School District Police Department (BISD PD) and the City of Beaumont to allow access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC) for queries and to perform required data input for the school district.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of October, 2015.

- Mayor Becky Ames -

NON-TERMINAL AGENCY AGREEMENT

This document constitutes an agreement between _____
hereinafter called the Terminal Agency, and _____
hereinafter called the Non-Terminal Agency.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a 24-hour, 7 day per week basis.

The Non-Terminal Agency agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include canceling of records entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non-Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Terminal Agency agrees to enter, update and remove all records for the Non-Terminal agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirement the agencies agreed to the following:

If wanted person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency **must** deliver to the Terminal Agency the original warrants to be held on file until such time as the record is canceled/cleared.

If property and missing person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver case reports to the Terminal Agency to be held on file until such time as the records is cancelled/cleared.

If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC hit confirmation policy.

If the Non-Terminal Agency is a non-24 hour agency, the records must be entered with the Terminal Agency's ORI, and case reports and original warrants must be held at the Terminal Agency for hit confirmation purposes.

In order to comply with NCIC Validation requirements, the Non-Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History information obtained from the TLETS terminal of the Terminal Agency will be handled according to TCIC/NCIC guidelines by the Non-Terminal Agency.

Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days written notice, discontinue this agreement.

(Non-Terminal Agency Agreement)

To the extent allowed by the laws of the State of Texas, the Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

This agreement becomes effective on the _____ day of _____, 20_____.

In witness whereof, the parties here to cause this agreement to be executed by the proper officers and officials.

Terminal Agency

Non-Terminal Agency

By: _____

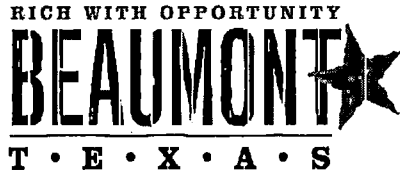
By: _____

Title: _____

Title: _____

Date: _____

Date: _____



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: James Singletary, Chief of Police

MEETING DATE: October 27, 2015

REQUESTED ACTION: Council consider a resolution authorizing the Mayor, City Manager, and Emergency Management Coordinator to execute a Mutual Aid Agreement (MAA) and four addendums with the Beaumont Independent School District (BISD).

BACKGROUND

Mutual aid agreements provide a mechanism for local governments to seek assistance when emergencies present equipment and manpower requirements beyond the capacity of an individual jurisdiction. A number of the City plans reflect collaboration between the City and BISD for facility, manpower, transportation, and other anticipated resource sharing needs. This updated agreement will replace four separate agreements and would rescind all prior mutual aid agreements between our agencies after the required notice is provided. The revised agreement includes specific guidance on point of contact designation, activation of the agreement, initiating requests for assistance, recovering costs, and reflects recent changes in state law (specifically in Government Code 418 during the last legislative session) and official FEMA guidance. Four addendums are provided to support the agreement by providing standard procedures for common coordination functions.

FUNDING SOURCE

None.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, previously the City Council of the City of Beaumont, Texas approved resolutions authorizing the City Manager to execute mutual aid agreements between the City of Beaumont and the Beaumont Independent School District (BISD) for the purpose of emergency management and disaster planning to provide for the protection of life and property in the event of an Emergency; and,

WHEREAS, a request has been made to revise the previous mutual aid agreements and replace them with one (1) Mutual Aid Agreement and four (4) confidential Addendums. The new Mutual Aid Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes. The confidential Addendums are not attached due to the sensitive nature of their content;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the Mayor, City Manager, and Emergency Management Coordinator be and they are hereby authorized to execute a new Mutual Aid Agreement and Addendums between the City of Beaumont and the Beaumont Independent School District (BISD) for the purpose of emergency management and disaster planning to provide for the protection of life and property in the event of an Emergency.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of October, 2015.

- Mayor Becky Ames -

**MUTUAL AID AGREEMENT
BETWEEN
CITY OF BEAUMONT
AND
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

State of Texas

§

County of Jefferson

§

§

This Mutual Aid Agreement (the "Agreement") is entered into by and between the City of Beaumont (City) and the Beaumont Independent School District (BISD) that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and the community to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Mutual Aid consistent with the mutual aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

Terms

1. RECITALS

The recitals set forth above are true and correct.

2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this Mutual Aid Agreement between the City of Beaumont and BISD.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact.
- f. Requesting Party – the Party requesting Mutual Aid under this Agreement.
- g. Responding Party – the Party providing Mutual Aid assistance under this Agreement.

3. POINT OF CONTACT DESIGNATION

Each party shall provide to the other written protocol by which its' designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the other party in writing of any change in its Point of Contact protocol as soon as practicable.

4. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for mutual aid assistance.

5. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

1. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
2. After a finding of an Emergency as defined in this Agreement.

6. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation within thirty days.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal response to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party or in accordance with the terms of this Agreement.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
 - i. A general description of the Emergency and the damage or injury sustained or threatened;
 - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
 - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
 - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,

- v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

7. THE PROVISION OF MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, the assisting Party hereto shall furnish Mutual Aid in coping with an Emergency.

- a. Assessment of Availability of Resources and Ability to Render Assistance.
When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

- b. Information Required of the Responding Party.

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

- c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel

of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

e. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

f. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

g. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

h. Training.

An appointed public officer whose position description, job duties, or assignment includes emergency management responsibilities or who plays

a role in emergency preparedness, response, or recovery shall complete a course of training provided or approved by the division of emergency management in the office of the governor of not less than three hours regarding the responsibilities of state and local governments in accordance with Government Code Chapter 418.

8. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Submission will follow the standard billing practices as pre-established by each jurisdiction. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party may make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.
- e. The provision of Mutual Aid will be considered non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

9. INSURANCE

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

10. EXPENDING FUNDS

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

11. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

12. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 21 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

13. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

14. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Mutual Aid under this Agreement.

15. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. Included as a component of this Agreement are four (4) addendums providing specific procedures for common resource sharing operations. They are provided for continuity and general coordination purposes at an operational level. All previously entered into Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that the Parties may have heretofore contracted or hereafter contract with other entities for Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be of no effect to any such individual agreement.

16. INTERLOCAL COOPERATION ACT

The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act.

17. CONFIDENTIALITY

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

18. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

19. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

20. AMENDMENT

This Agreement is effective immediately upon signature by all parties and will only be terminated after one party notifies the other party 30 days in advance of its intent to terminate. The Agreement will be reviewed every year from the effective date by the designated points of contact. The parties agree that this agreement may be amended with the mutual consent and approval of the parties in writing, but may require Council or School Board approval if applicable.

21. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice as provided herein of termination of participation in this Agreement and submit a certified copy of such order, ordinance, or resolution to the other Party. Such termination shall become effective not earlier than 30 days after providing such notice.

22. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

23. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of the respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

24. AUTHORIZATION

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement on behalf of and to legally bind the respective Party to this Agreement.

25. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

26. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. Mandatory and exclusive venue of any dispute between the Parties to this Agreement shall be in Jefferson County, Texas.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, effective among the parties who sign it at the time of their signature, on the date specified on the multiple counterpart executed by such entity.

ATTEST/SEAL:

City of Beaumont, TEXAS
Signed by:

City or County Clerk

Mayor

APPROVED:

COUNTERSIGNED BY:

City Manager

Emergency Management Coordinator

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

City Attorney
L.D. File No. _____

ATTEST/SEAL:

Beaumont Independent School District, TEXAS
Signed by:

Agency Clerk

President, Board of Managers

APPROVED:

COUNTERSIGNED BY:

Superintendent

Assistant Superintendent for Operations

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

BISD Attorney

BEAUMONT

— T E X A S —

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS OCTOBER 27, 2015 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on the Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a rezoning from an A-R (Agricultural-Residential) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive District at 4575, 4579 and 4585 North Major Drive
2. Consider a request for a Specific Use Permit for a cocktail bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 6632 Phelan Boulevard
3. Consider a request for a Specific Use Permit to allow parking for a restaurant in an RCR (Residential Conservation Revitalization) District, at 958 and 978 Orange Avenue and 1350 Gilbert Street
4. Consider a request to abandon a 293.42 square foot section of Isla Avenue

WORK SESSION

- * Review and discuss appointments to various Boards, Commissions and Committees

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

October 27, 2015

Consider a request for a rezoning from an A-R (Agricultural-Residential) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive District at 4575, 4579 and 4585 North Major Drive

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Chris Boone, Planning & Community Development Director

MEETING DATE: October 27, 2015

REQUESTED ACTION: Council consider a request for a rezoning from an A-R (Agricultural-Residential) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district at 4575, 4579 and 4585 North Major Drive.

BACKGROUND

Mark Merrill and Dorothy Bowen would like to rezone the property they own at 4575, 4579 and 4585 North Major Drive to GC-MD (General Commercial-Multiple Family Dwelling) to accommodate a mixed use project of apartments and commercial businesses. Several newer apartment complexes have been, or will soon be built on adjacent property and across Major Drive.

At a Joint Public Hearing held October 19, 2015, the Planning Commission recommended 7:0 to approve a request for a rezoning from an A-R (Agricultural-Residential) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district at 4575, 4579 & 4585 North Major Drive.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance.

**APPLICATION FOR AMENDMENT
OF THE ZONING ORDINANCE
BEAUMONT, TEXAS**
(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME AND ADDRESS: MARK MERRILL P.O. BOX 7610, BEAUMONT, TX 77726
APPLICANT'S PHONE #: 409-466-0000 E-MAIL: MMERRILL@GT.RR.COM

NAME OF OWNER: L&M FIRST MUTUAL INV., LLC AND DOROTHY BOWEN

ADDRESS OF OWNER: P.O. BOX 7610 BEAUMONT, TX 77726

LOCATION OF PROPERTY: 4575, 4579, 4585 N. MAJOR DR.

LEGAL DESCRIPTION OF PROPERTY: SEE LEGAL DESCRIPTIONS ATTACHED

LOT NO. _____ OR TRACT _____

BLOCK NO. _____ PLAT _____

ADDITION _____ SURVEY _____

NUMBER OF ACRES 4.9± NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description.

CURRENT ZONING DISTRICT: A-R

ZONING DISTRICT REQUESTED: GCMD

HAS THE REQUEST BEEN MADE BEFORE? NO IF SO, DATE: _____

ACTION: _____

SUBMIT A LETTER STATING REASONS FOR REQUEST.

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....\$450.00
5 ACRES OR MORE.....\$650.00

I HEREBY ACKNOWLEDGE THAT THE APPLICATION IS MADE FOR THE REQUESTED DISTRICT OR A MORE RESTRICTIVE DISTRICT.

SIGNATURE OF APPLICANT: _____ DATE: 9-23-15

SIGNATURE OF OWNER: _____
MARK MERRILL DOROTHY BOWEN

PLEASE TYPE OR PRINT AND SUBMIT TO:

PLANNING DIVISION, ROOM 201
CITY HALL, 801 MAIN STREET
BEAUMONT, TX 77701
P.O. BOX 3827 77704
(409) 880-3764
FAX (409) 880-3133

FILE NUMBER: _____
DATE RECEIVED: _____
RECEIPT NUMBER: _____

TO:

City of Beaumont

Planning Division

801 Main St.

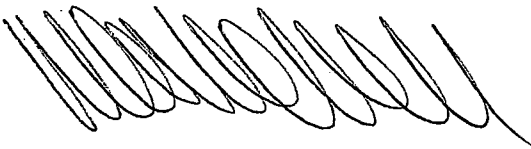
Beaumont, Texas 77701

RE: Request Zoning Change – 4575, 4579, 4585 N. Major Drive

Planning Commission,

We are requesting a zone change in order to develop approximately 4.9 acres of property on the West side of N. Major drive just south of the LNVA Canal. Our desire is to build a mixed use project of apartments and commercial buildings within the GCMD guidelines.

Thank You,

A handwritten signature in black ink, appearing to read 'Mark Merrill', with a stylized, cursive-like flourish.

Mark Merrill

9-23-15

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF BEAUMONT, TEXAS, AND IN PARTICULAR THE BOUNDARIES OF THE ZONING DISTRICTS, AS INDICATED UPON THE ZONING MAP OF BEAUMONT, TEXAS, BY CHANGING THE ZONING OF PROPERTY PRESENTLY ZONED A-R (AGRICULTURAL-RESIDENTIAL) DISTRICT TO GC-MD (GENERAL COMMERCIAL-MULTIPLE FAMILY DWELLING) DISTRICT FOR PROPERTY LOCATED AT 4575, 4579, AND 4585 NORTH MAJOR DRIVE, BEAUMONT, JEFFERSON COUNTY, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE CITY OF BEAUMONT:

Section 1.

That Chapter 28 of the Code of Ordinances of Beaumont, Texas, and in particular the boundaries of the zoning districts, as indicated upon the Zoning Map of the City of Beaumont, referred to in Section 28.01.005(b) thereof, is hereby amended by changing the zoning of property presently zoned A-R (Agricultural-Residential) District to GC-MD (General Commercial-Multiple Family Dwelling) District for property located at 4575, 4579, and 4585 North Major Drive, being Plat RS-5, Tracts 7 & 68 out of Tract 70, part of Tract 70 & Tract 70A, Abstract 20, D. Easley Survey, Beaumont, Jefferson County, Texas, containing 4.9 acres, more or less, as shown on Exhibit "A," attached hereto, and the official zoning map of the City of Beaumont is hereby amended to reflect such changes.

Section 2.

That, in all other respects, the use of the property herein above described shall be subject to all of the applicable regulations of the underlying zoning district as well as

those regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended.

Section 3.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance, and to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 4.

That all ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Section 5.

That any person who violates any provision of this ordinance shall, upon conviction, be punished, as provided in Section 1.01.009 of the Code of Ordinances of Beaumont, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of October, 2015.

- Mayor Becky Ames -

File 2244-Z: A request for a rezoning from an A-R (Agricultural-Residential) to GC-MD (General Commercial-Multiple Family Dwelling) or a more restrictive district.
Location: 4575, 4579, & 4585 N. Major Drive
Applicant: Mark Merrill

0 100 200 300 400 Feet

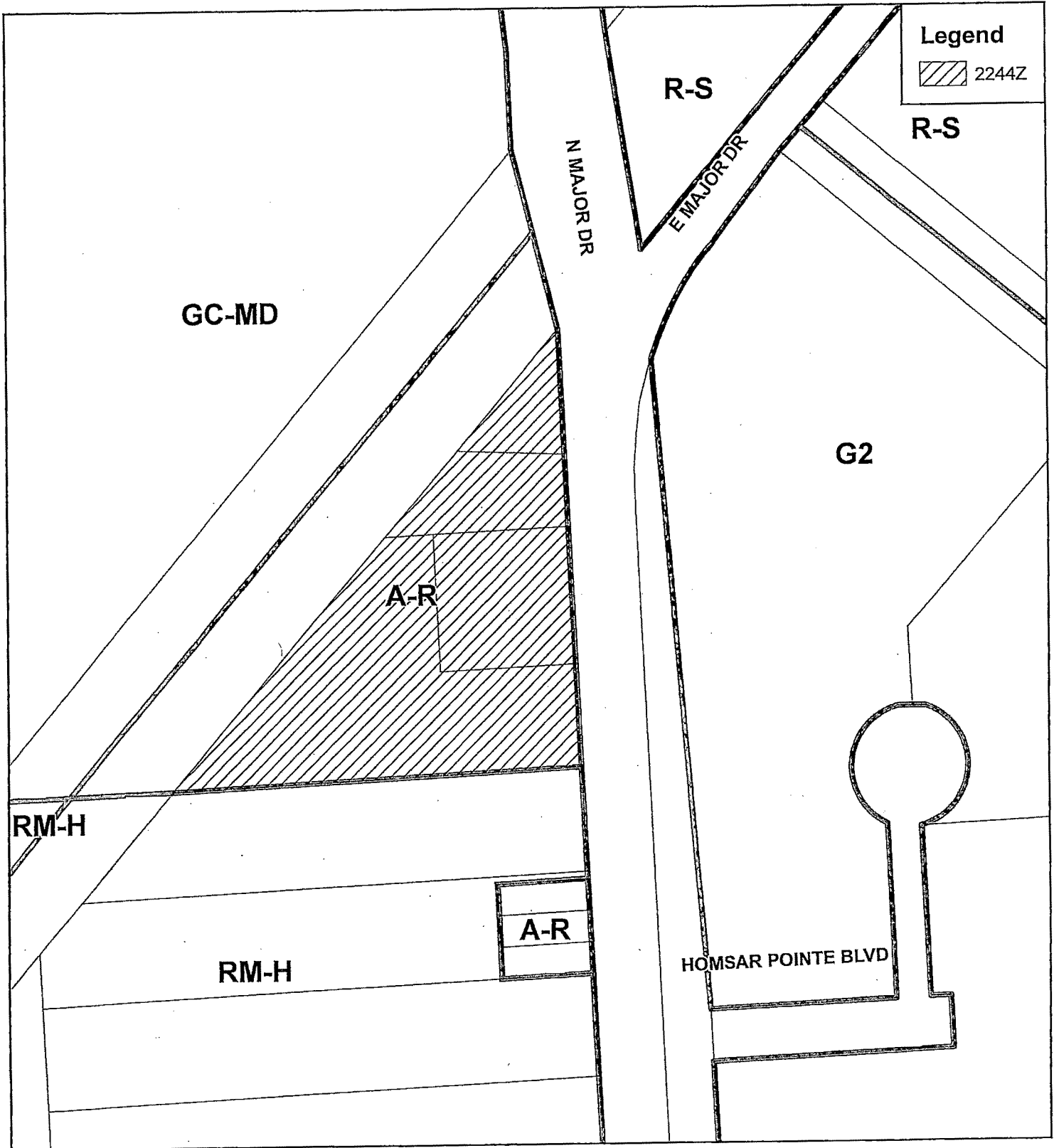
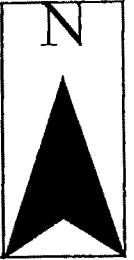
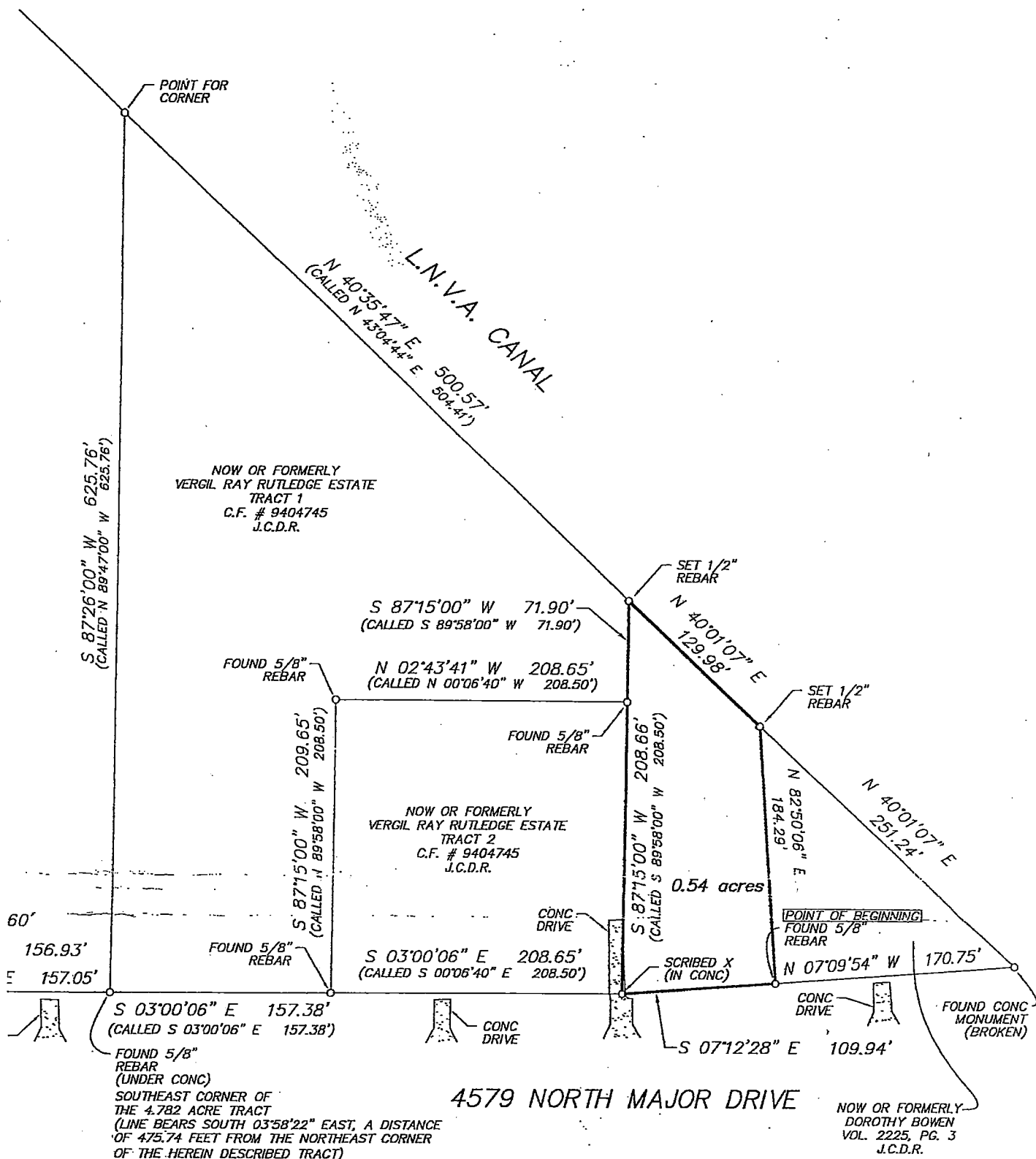


EXHIBIT "A"



4579 NORTH MAJOR DRIVE

1 TITLE

RESEARCHED
AND
PERTY AND

BASIS OF BEARINGS IS THE TEXAS STATE
PLANE COORDINATE SYSTEM, TEXAS SOUTH
CENTRAL ZONE, CONVERGENCE 02°21'22",
SCALE FACTOR 0.999957539, NAD 1983
ELEVATIONS ARE GPS DERIVED NAVD 88

EXHIBIT "B"

fy that this survey was made on the ground of the
in area, showing the boundary only MARCH 6, 2015.

rean and is correct, and that there are no

October 27, 2015

Consider a request for a Specific Use Permit for a cocktail bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 6632 Phelan Boulevard

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CSB} Chris Boone, Planning & Community Development Director

MEETING DATE: October 27, 2015

REQUESTED ACTION: Council consider a request for a Specific Use Permit for a cocktail bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 6632 Phelan Boulevard.

BACKGROUND

Chris Ali, on behalf of Dr. Arfeen, is asking to open a cocktail bar at 6632 Phelan Boulevard. The property is zoned GC-MD (General Commercial-Multiple Family Dwelling). The cocktail bar is to be called "Portus" and will be serving patrons 25 years old and up. Hours of operation will be from 6 p.m. to 2 a.m., therefore, interference with parking for surrounding businesses will be minimal.

At a Joint Public Hearing held October 19, 2015, the Planning Commission recommended 7:0 to approve a request for a Specific Use Permit for a cocktail bar at 6632 Phelan Boulevard.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: Chris Ali on Behalf of Dr. Arfeen

APPLICANT'S ADDRESS: 4680 Calder, Beaumont, TX 77706

APPLICANT'S PHONE #: 409-866-0039 x 103

FAX #:

NAME OF OWNER: Arfeen, Smith; Payne, LLC

ADDRESS OF OWNER: 3406 College, Beaumont, TX 77707

LOCATION OF PROPERTY: 4632 Phelan, Beaumont, TX 77706 (St. Charles Plaza)

LEGAL DESCRIPTION OF PROPERTY: Please See Attached

LOT NO. _____

OR TRACT _____

BLOCK NO. _____

PLAT _____

ADDITION _____

SURVEY _____

NUMBER OF ACRES _____

NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Cocktail bar

ZONE: GCMD

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. PLEASE ADDRESS EACH CONDITION IN DETAIL.

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: _____

DATE: 9/23/15

SIGNATURE OF OWNER: _____

DATE: 9/23/15

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: _____

DATE RECEIVED: _____

Phone - (409) 880-3764
Fax - (409) 880-3133

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

Arfeen, Smith & Payne, LLC d/b/a PORTUS
3406 College, Beaumont, Texas 77701

Portus is to be a high-end cocktail lounge requesting its patrons be 25 years and older and meet a specific dress code.

The hours of operation will be from approximately 6pm until 2am and therefore will not impede on the surrounding businesses by way of parking, traffic, development, improvements or safety as the latest St. Charles Plaza business hours end at 9:00pm.

Additionally, we anticipate our business and patrons will not diminish the sales of any nearby establishments, but will, in fact, be another draw for revenue to the area as well as encourage more growth by creating a need, as of yet not met in Beaumont's west end, and will improve property value by providing an upscale and well monitored establishment.

All adequate utilities, access roads, drainage and other necessary supporting facilities are currently in place and provided and Portus will not require any disruptions or changes to these.

The design of the space is within St. Charles Plaza which provides for walkways, driveways and parking spaces which are safe and convenient for all motorized and pedestrian traffic and Portus will not require any changes to such.

Portus will not be causing any nuisances by way of offensive fumes, odors, dust, noise or vibration. There will be minimal interior remodeling done prior opening and there will be no kitchen, no loud music and there will be security in place during hours of operation.

Portus will not be adding any additional exterior lighting or signage other than the provisional building signage allowed per St. Charles Plaza (i.e. single replacement of front of building signage and single addition to the existing pylon signage, with specifications from Parigi Property management in line with all other businesses within St. Charles Plaza)

Portus will not be adding, removing or altering any landscaping whatsoever and will further not make any changes to any area surrounding such. Portus would like to waive any requirements due to landscaping and screening due to existing landscaping and screening.

Portus would also like to waive any off-street parking regulations or requirements as well as buffer requirements because they are already existing.

Further, the location for Portus is not within 300 feet of a church, public or private school or public hospital, nor within 1000 feet of a daycare or childcare facility and will be upholding with the Comprehensive Plan for Beaumont, Texas.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC
USE PERMIT TO ALLOW A COCKTAIL BAR IN A GC-
MD (GENERAL COMMERCIAL-MULTIPLE FAMILY
DWELLING) DISTRICT AT 6632 PHELAN
BOULEVARD IN THE CITY OF BEAUMONT,
JEFFERSON COUNTY, TEXAS.

WHEREAS, Chris Ali, on behalf of Arfeen, Smith & Payne, LLC, has applied for a specific use permit to allow a cocktail bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 6632 Phelan Boulevard, being Plat SP-6, Tracts 111-A, B, C, D, E, F, G, & H, Block 18, C. Williams Survey, Abstract 59, Beaumont, Jefferson County, Texas, containing 1.711 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a cocktail bar in an GC-MD (General Commercial-Multiple Family Dwelling) District at 6632 Phelan Boulevard; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a cocktail bar in a GC-MD (General Commercial-Multiple Family Dwelling) District at 6632 Phelan Boulevard, being Plat SP-

6, Tracts 111-A, B, C, D, E, F, G, & H, Block 18, C. Williams Survey, Abstract 59, Beaumont, Jefferson County, Texas, containing 1.711 acres, more or less, as shown on Exhibit "A," is hereby granted to Arfeen, Smith & Payne, LLC, its legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of October, 2015.

- Mayor Becky Ames -

File 2245-P: A request for a Specific Use Permit to allow a drinking place in GC-MD
(General Commercial-Multiple Family Dwelling).


Location: 6632 Phelan Boulevard

Applicant: Chris Ali on behalf of Dr. Arfeen

0 100 200 300 400
Feet

N

Legend

 2245P

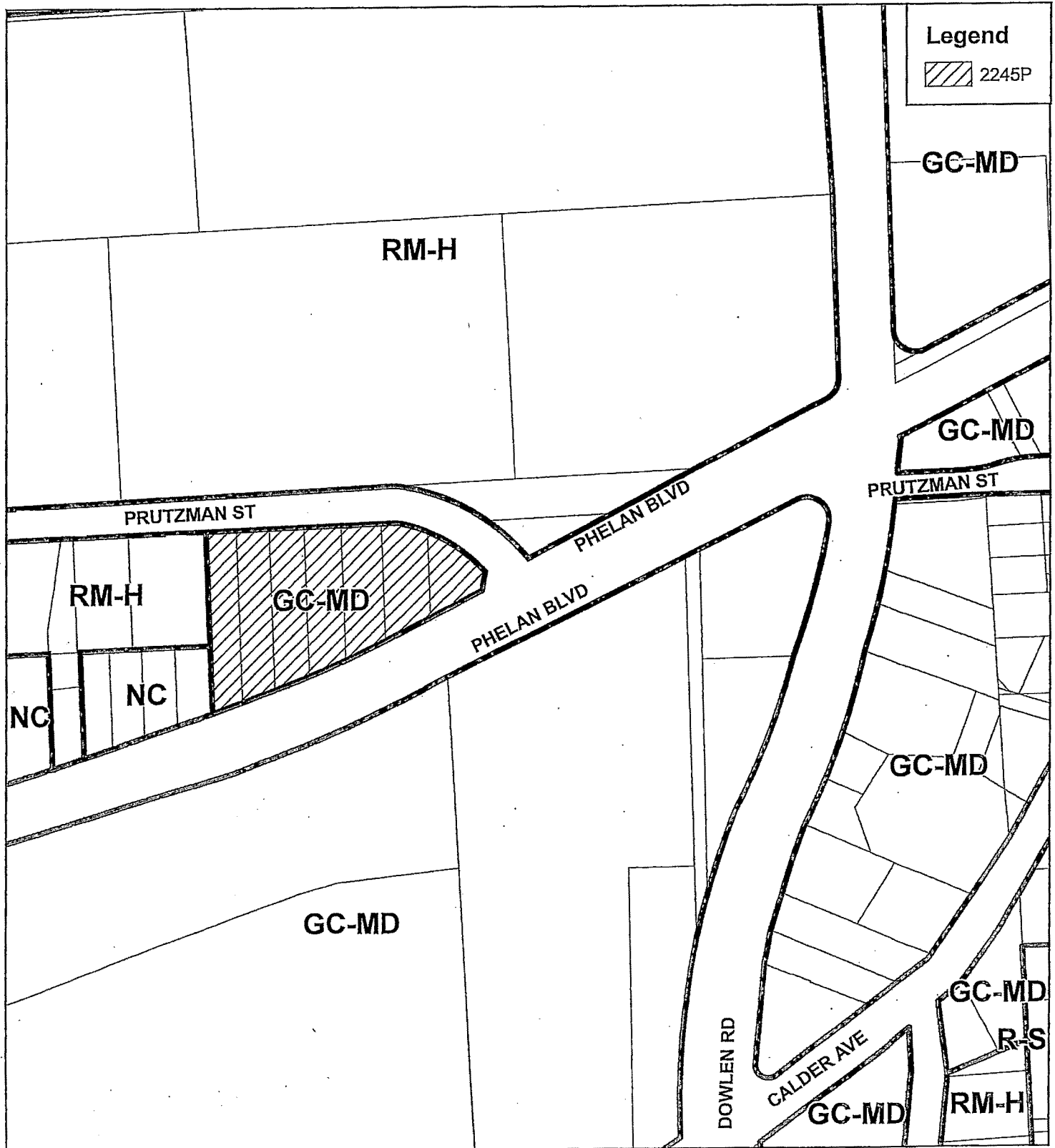
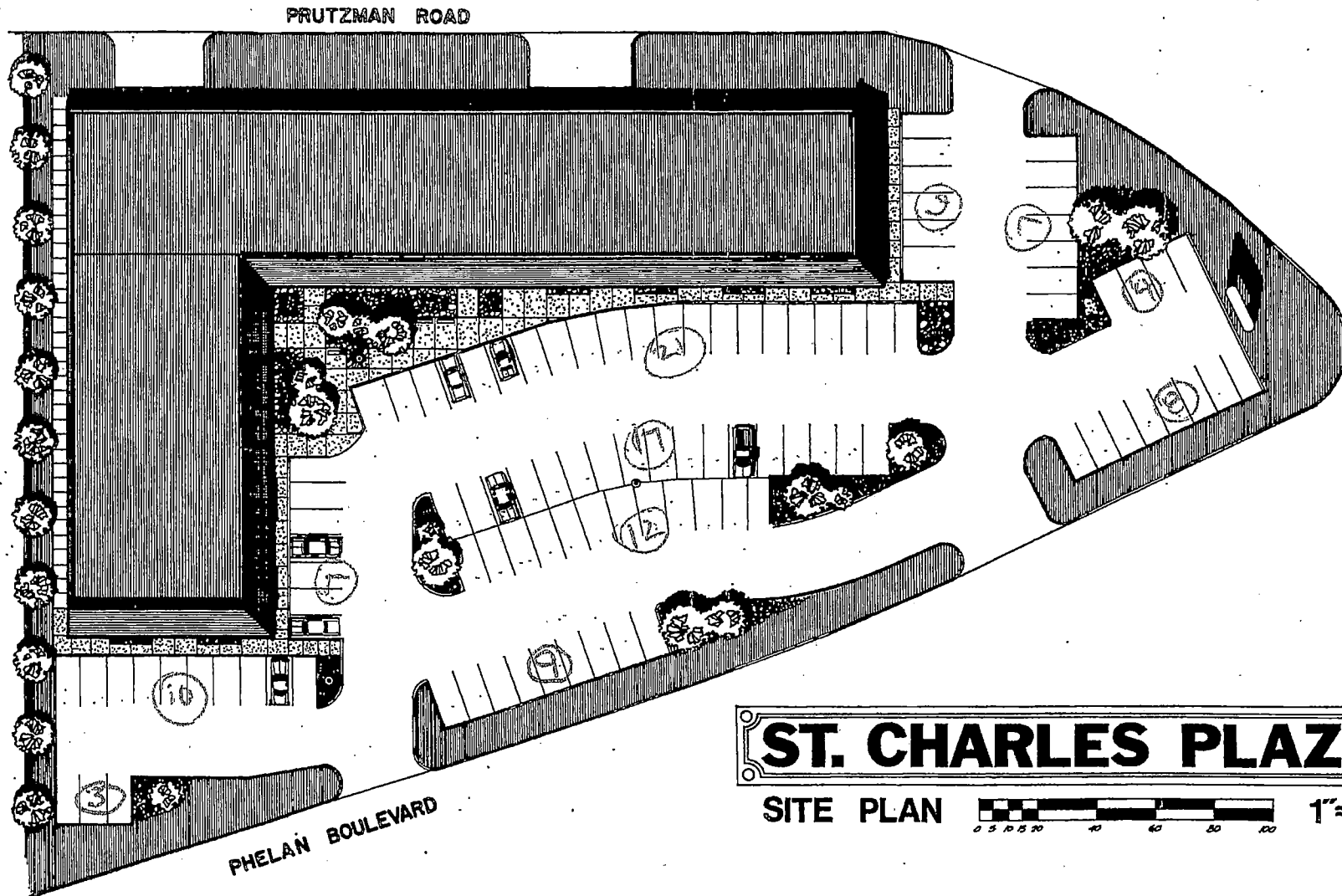


EXHIBIT "A"

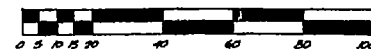
104

EXHIBIT "B"



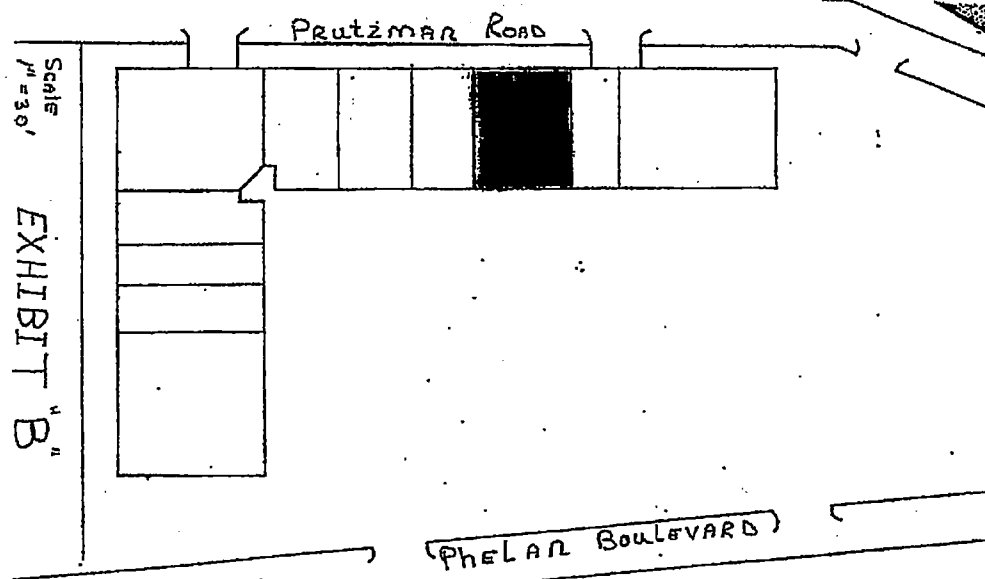
ST. CHARLES PLAZA

SITE PLAN



1"=20'

ARCHITECTURE & ENGINEERING
DESIGN GROUP, INC.
731 Petroleum Building
BEAUMONT, TEXAS 77701



October 27, 2015

Consider a request for a Specific Use Permit to allow parking for a restaurant in an RCR (Residential Conservation Revitalization) District, at 958 and 978 Orange Avenue and 1350 Gilbert Street

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: *CB* Chris Boone, Planning & Community Development Director

MEETING DATE: October 27, 2015

REQUESTED ACTION: Council consider a request for a Specific Use Permit to allow parking for a restaurant in an RCR (Residential Conservation Revitalization) district, at 958 and 978 Orange Avenue and 1350 Gilbert Street.

BACKGROUND

Akram Khalil would like to use the property located at 958 and 978 Orange Avenue and 1350 Gilbert Street to expand the parking for a proposed restaurant to be located at 1325 College Street. The restaurant will be located in GC-MD (General Commercial-Multiple Family Dwelling) zoning and, since a Specific Use Permit is not required, plans are under review. During preliminary review it was noted that parking would not be sufficient. This additional parking would bring the applicant into compliance with current requirements.

At a Joint Public Hearing held October 19, 2015, the Planning Commission recommended 7:0 to approve a request for a Specific Use Permit to allow parking for a restaurant in an RCR (Residential Conservation Revitalization) district subject to the following conditions:

1. Landscaping and screening be installed and maintained as per ordinance requirements, including provision of island, medians and/or peninsulas and perimeter buffer.
2. Irrigation system shall be installed and maintained for all required landscaping.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance, subject to the following conditions:

1. Landscaping and screening be installed and maintained as per ordinance requirements, including provision of island, medians and/or peninsulas and perimeter buffer.
2. Irrigation system shall be installed and maintained for all required landscaping.

SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS
(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: (AK) AKRAM KHAZIL

APPLICANT'S ADDRESS: P.O. Box 283 BMT TX 77704

APPLICANT'S PHONE #: 409-225-3537 FAX #: —

NAME OF OWNER: FRANCISCO SIFUENTES

ADDRESS OF OWNER: P.O. Box 283 BMT TX 77704

LOCATION OF PROPERTY: College & ORANGE to ORANGE & GILBERT

LEGAL DESCRIPTION OF PROPERTY: 1325 College + 958, 978 1350 GILBERT
ORANGE

LOT NO. 100 101 102 OR TRACT ORANGE

BLOCK NO. 9 PLAT —

ADDITION B. D. Crary SURVEY —

NUMBER OF ACRES 0.37 Acres Total NUMBER OF ACRES —

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: Parking for Proposed Restaurant ZONE: PCR

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. PLEASE ADDRESS EACH CONDITION IN DETAIL.

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....	\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....	\$450.00
5 ACRES OR MORE.....	\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: [Signature] DATE: 09-25-2015

SIGNATURE OF OWNER: Francisco Sifuentes (IF NOT APPLICANT) DATE: —

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: —

DATE RECEIVED: —

Phone - (409) 880-3764
Fax - (409) 880-3133

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.



GOLDEN TRIANGLE CONSULTING ENGINEERS

September 24, 2015

Please find attached a site plan with the information requested on the Specific Use Permit Application.

The Specific Use Permit is only for the 160 feet between the proposed restaurant site (located at the south ~~west~~ corner at the intersection of College Street and Orange Street) and Gilbert Street. The specific Use Permit request is specifically for utilizing the property for parking that will be used by the employees and customers.

There are no existing structures on the property and this project does not propose to build any new structures on the site that this Specific Use Permit Application is designated for.

The storm water on the property (160 feet long by 100 feet wide) will be designed to sheet flow to Gilbert and Orange Street.

There will be no signs installed on the property.

An 8 foot tall opaque fence with a 10 foot landscaping buffer will be installed on the west side of the property between the proposed parking lot and the residential area.

No outside garbage facilities will be installed on the property.

If you have any questions please feel free to contact me.

Dr. Hani J. Tohme, P.E.

President

Golden Triangle Consulting Engineers

2566 Interstate 10 East Suite 7

Beaumont, Texas 77703

Office (409)347-7208

Cell (409)782-9520

Specific Use Permit Application
Zoning Ordinance Conditions

SECTION 28.04.001. THE ZONING ORDINANCE REQUIRES THAT THE FOLLOWING **EIGHT CONDITIONS** MUST BE MET BEFORE A SPECIFIC USE PERMIT CAN BE ISSUED:

1. The Specific Use will be compatible with and not injurious to the use and enjoyment of other property, nor will it significantly diminish or impair property values within the immediate vicinity.
2. The establishment of the Specific Use will not impede the normal and orderly development and improvement of surrounding vacant property.
3. Adequate utilities, access roads, drainage and other necessary supporting facilities will be provided.
4. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development.
5. Adequate nuisance prevention measures will be taken to prevent or control offensive odor, fumes, dust, noise and vibration.
6. Directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
7. There are sufficient landscaping and screening to insure harmony and compatibility with adjacent property.
8. The proposed use is in accordance with the Comprehensive Plan.

MAAK Construction will insure that the above conditions are met during all phases of the project. Work will be executed in a timely and professional manner.

Meanwhile, the construction at the location will prove to be a positive spillover that will appreciate the value of nearby properties as well. In addition, such development will be cosmetically pleasing to the eye.

Furthermore, the the county will enjoy the collection of property taxes as well since this land at the moment is underutilized and vacant. In fact, the Jefferson County Appraisal District will tax this location at the commercial tax rate which will yield more promising revenue then the current income generation. Moreover, the location will conduct business in the service industry and thus create more jobs in our area. In conclusion: The Bottom Line Is that Its A WIN WIN Situation for our community. Welcome to the Spin Zone.

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC
USE PERMIT TO ALLOW PARKING FOR A
RESTAURANT IN AN RCR (RESIDENTIAL
CONSERVATION REVITALIZATION) DISTRICT AT
958 AND 978 ORANGE AVENUE AND 1350 GILBERT
STREET IN THE CITY OF BEAUMONT, JEFFERSON
COUNTY, TEXAS.

WHEREAS, Akram Khalil has applied for a specific use permit to allow parking
for a restaurant in an RCR (Residential Conservation Revitalization) District at 958 and
978 Orange Avenue and 1350 Gilbert Street, being Lots 100, 101 and 102, Block 9,
Crary Additions, Beaumont, Jefferson County, Texas, containing 0.537 acres, more or
less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont
considered the request and is recommending approval of a specific use permit to allow
parking for a restaurant in an RCR (Residential Conservation Revitalization) District at
958 and 978 Orange Avenue and 1350 Gilbert Street, subject to the following
conditions:

- Landscaping and screening be installed and maintained as per ordinance requirements, including provision of island, medians and/or peninsulas and perimeter buffer.
- Irrigation system shall be installed and maintained for all required landscaping.

; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific
use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow parking for a restaurant in an RCR (Residential Conservation Revitalization) District at 958 and 978 Orange Avenue and 1350 Gilbert Street, being Lots 100, 101 and 102, Block 9, Crary Addition, Beaumont, Jefferson County, Texas, containing 0.537 acres, more or less, as shown on Exhibit "A," is hereby granted to Akram Khalil, his legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- Landscaping and screening be installed and maintained as per ordinance requirements, including provision of island, medians and/or peninsulas and perimeter buffer.
- Irrigation system shall be installed and maintained for all required landscaping.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of
October, 2015.

- Mayor Becky Ames -

File 2246-P: A request for a Specific Use Permit to allow parking for a restaurant in RCR
(Residential Conservation Revitalization)

Location: 958 & 978 Orange Avenue and 1350 Gilbert

Applicant: Akram Khalil

0 100 200
Feet

N

Legend


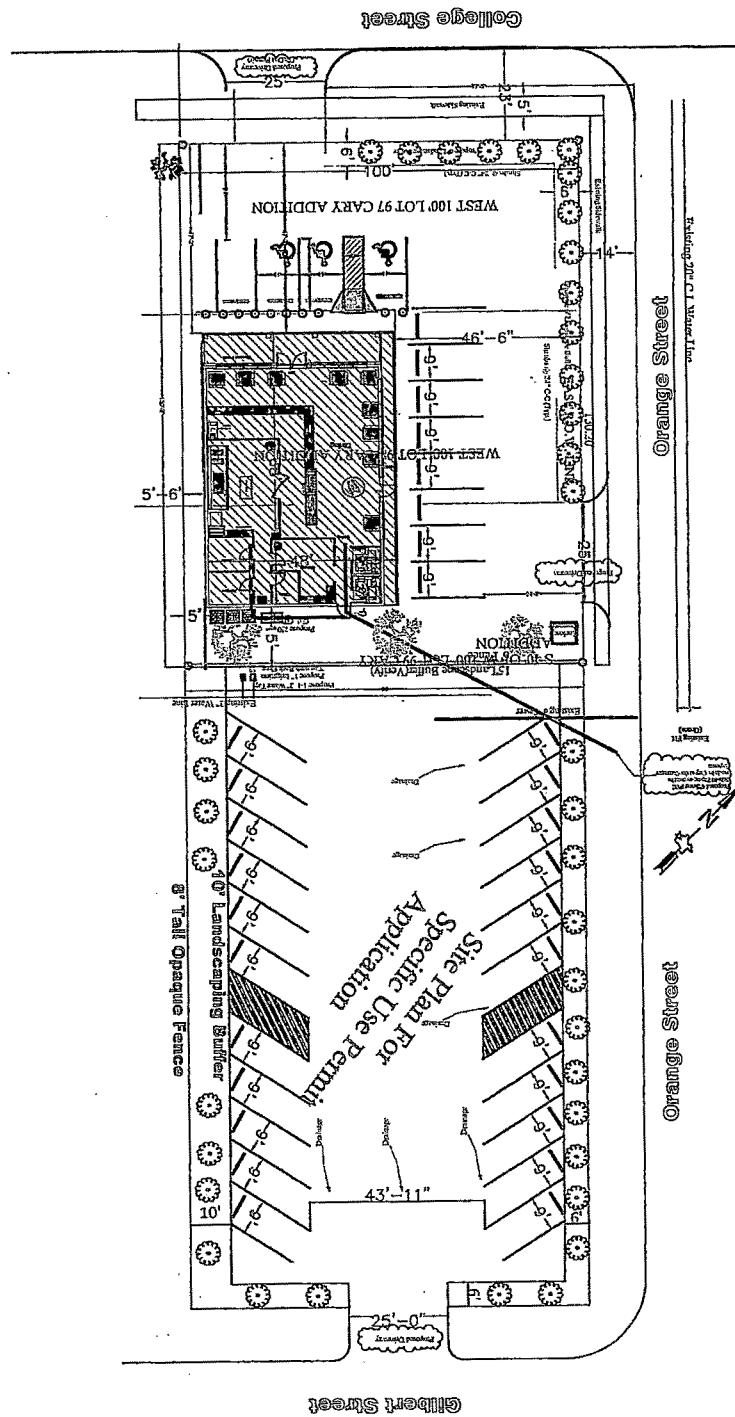
 2246P



EXHIBIT "A"




Page	Section	Date	Scale	Golden Triangle Consulting Engineers 2566 I-10 East, Suit 7, Beaumont, TX 77703 Cell: (409)782-9520 Office: (409)347-7208 Email: tohmehani@yahoo.com	
1	Site Plan	9/24/15	1"=32'		

EXHIBIT "B"

October 27, 2015

Consider a request to abandon a 293.42 square foot section of Isla Avenue

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: ^{CB} Chris Boone, Planning & Community Development Director

MEETING DATE: October 27, 2015

REQUESTED ACTION: Council consider a request to abandon a 293.42 square foot section of Isla Avenue.

BACKGROUND

Soutex Surveyors & Engineers is requesting an abandonment of a portion of the Isla Avenue right-of-way. Chaudhry Bashir (Arain, LLC) intends to build a retail gasoline/convenience store on this property located at 1480 Interstate 10 East. At the creation of this portion of Isla Avenue, awkward angles were left along the south right-of-way line. To allow sufficient room for vehicles to maneuver in front of the store, the applicant would like push the structure as far north as possible. Abandoning this portion of the right-of-way will better accommodate the needed layout.

At a Joint Public Hearing held on October 19, 2015, the Planning Commission recommended 7:0 to approve a request to abandon a 293.42 square foot section of Isla Avenue.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance.

**APPLICATION FOR RIGHT-OF-WAY
OR UTILITY EASEMENT ABANDONMENT
CITY OF BEAUMONT, TEXAS**

THIS IS AN APPLICATION TO ABANDON A: RIGHT-OF-WAY (ROW), UTILITY EASEMENT (UE)
OR ABANDON A RIGHT-OF-WAY BUT RETAIN A UTILITY EASEMENT.

NAME OF APPLICANT: Soutex Surveyors & Engineers
PHONE: 409-983-2004 FAX: 409-983-2005

AUTHORITY OF APPLICANT: Consultant

NAME OF OWNER: Chaudhry Bashir (Arain, LLC)
PHONE: 409-365-9507 FAX: _____

ADDRESS: 1475 I-10, Beaumont, TX 7335 Brazos Ave
Property near Abandonment Port Arthur TX 77642
mailing address

ALL OWNERS ABUTTING THE ROW OR UE MUST SIGN WRITTEN REQUEST.
(PLEASE ATTACH PROPERTY OWNER'S LIST TO THE APPLICATION)

DESCRIPTION OF ROW OR UE TO BE ABANDONED: Road right of way
ISLA Avenue (Partial Abandonment)

PRESENT USE OF ROW OR UE (LIST UTILITIES IF PRESENT) Open Street

ATTACH A LETTER STATING THE REASONS FOR THE ABANDONMENT.

LEGAL DESCRIPTION OF PROPERTY: 2015025142 Clerk's File No.
2015023036 Clerk's File No.
LOT NO. 1, 2, 3 & Part of Abstract 18 OR TRACT _____
BLOCK NO. 1 PLAT _____
ADDITION McFaddin Heights Vol 6 Pg 196 SURVEY _____

ATTACH A MAP OR PLAT DELINEATING THE PUBLIC ROW OR UE TO BE ABANDONED AND THE
LEGAL DESCRIPTION OF ADJACENT PROPERTY (DIMENSIONED AND TO ENGINEERING SCALE).

ATTACH THE \$300.00 APPLICATION FEE, THE ACTUAL COST OF NECESSARY APPRAISALS AND
TITLE COMMITMENTS. IF PROPERTY IS ABANDONED, APPRAISED VALUE OF THE FEE INTEREST
IN THE PROPERTY SHALL BE CHARGED.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF APPLICANT: [Signature] DATE: 9/25/15

PLEASE TYPE OR PRINT AND SUBMIT TO:

FILE NUMBER: 862-09

DATE RECEIVED: _____

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, SUITE 201
BEAUMONT, TX 77701
Phone - (409) 880-3764
Fax - (409) 880-3133

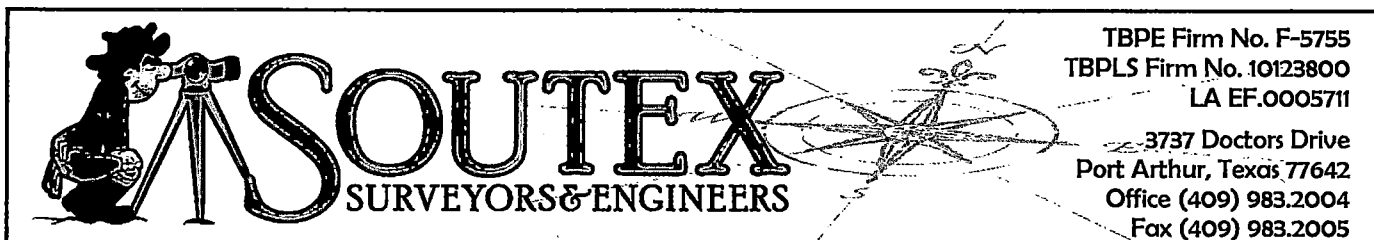
Application Ownership List

We, the undersigned, being the sole owners of all the property abutting the proposed abandonment of Isla Avenue

OWNER and ADDRESS

Addition
(survey)

NOTE: Please print or type your name and then use signature. Separate sheets may be used.



September 25, 2015

Beaumont Planning & Community Development
801 Main Street, Room 205
Beaumont, Texas 77701

Re: Application for Partial Right-of-Way Abandonment of Isla Avenue

This proposed of this approx. 293.42sq.ft. abandonment is to create a property boundary which will allow for the placement of rectangular convenience store/gas station building on the property.

Arain, LLC, the land owner of 1475 Interstate-10, is seeking a partial abandonment of Isla Avenue (approximately 293.42 sq.ft.) adjacent to the owner's property. Isla Avenue's right-of-way changes in width across the land owner's property. There is an approximately 15', 90 degree jog in the right-of-way approximately halfway down the land owner's property. The proposed abandonment will angle the right-of-way over approximately 28' instead of the sudden 90 degree jog which will allow for the development of a rectangular convenience store/gas station building on the property.

For the Firm ^

A large, stylized handwritten signature in black ink, which appears to be "J. Mitchell", is written over the text "For the Firm" and "Jeremy Mitchell, P.E., S.I.T.".

Jeremy Mitchell, P.E., S.I.T.

ORDINANCE NO.

ENTITLED AN ORDINANCE VACATING AND
ABANDONING A 293.42 SQUARE FOOT SECTION OF
THE ISLA AVENUE RIGHT-OF-WAY, CITY OF
BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Soutex Surveyors & Engineers, on behalf of Chaudhry Bashir (Arain, LLC), has requested the abandonment of a 293.42 square foot section of the Isla Avenue right-of-way, City of Beaumont, Jefferson County, Texas, as described in Exhibit "A" and shown on Exhibit "B," attached hereto; and,

WHEREAS, the City Council has considered the purpose of said abandonment and is of the opinion that the right-of-way is not necessary for municipal street purposes and the abandonment of said right-of-way is in the best interest of the City and should be granted;

NOW, THEREFORE, BE IT ORDAINED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

THAT a 293.42 square foot section of the Isla Avenue right-of-way, City of Beaumont, Jefferson County, Texas, as described in Exhibit "A" and shown on Exhibit "B," attached hereto, be and the same is hereby vacated and abandoned and that title to such property shall revert to and become the property of the persons entitled thereto by law.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 27th day of
October, 2015.

- Mayor Becky Ames -

LEGAL DESCRIPTION FOR ORDINANCE PURPOSES

THAT CERTAIN 293.42 sq.ft. tract or parcel of land out of Block 1 of the Replat of McFaddin Heights Addition, a plat recorded in Volume 6, Page 196, of the Map Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" rebar found in the south line of Isla Avenue and being the northeast corner of Lot 1, Block 1, of the said McFaddin Heights Replat and an angle point in the north line of a called 0.60 acre tract conveyed to Arain, LLC as recorded in Clerk's File No. 2015023036 of the Official Public Records of Jefferson County Texas;

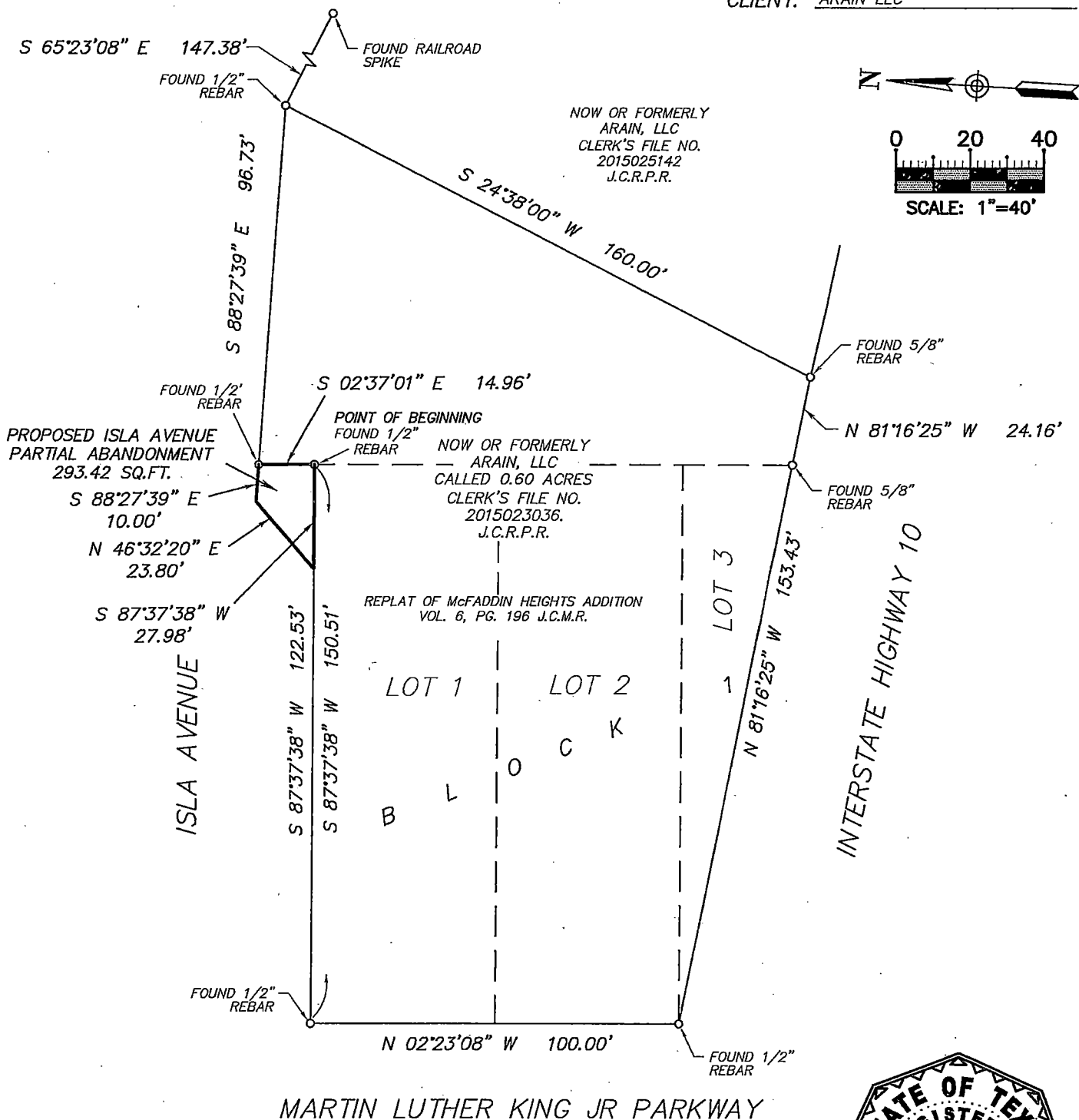
THENCE South 87°37'38" West along the north line of said Lot 1 and north line of the said 0.60 acre tract, a distance of 27.98 feet to a point for corner;

THENCE North 46°32'20" East, a distance of 23.80 feet to a point for corner;

THENCE South 88°27'39" East, a distance of 10.00 feet to a 1/2" rebar found for an angle point on the north line of the said 0.60 acre tract;

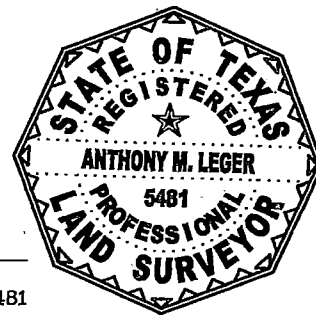
THENCE South 02°37'01" East along the north line of the said 0.60 acre tract a distance of 14.96 feet to a point **POINT OF BEGINNING** and containing 293.42 sq.ft. of land, more or less.

CLIENT: ARAIN LLC



BASED ON A SURVEY PERFORMED BY FAUST
ENGINEERING AND SURVEYING, INC. ON JUNE 7,
2015, AND DOES NOT REPRESENT AN ON THE
GROUND SURVEY.

Anthony M. Leger
ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481



PARTIAL ABANDONMENT OF A
ROAD RIGHT-OF-WAY

293.42 SQ.FT.
ISLA AVENUE
BEAUMONT, TEXAS



SOUTEX
SURVEYORS & ENGINEERS

T.B.P.E. FIRM #5755
T.X.L.S. FIRM #10123800

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax 409.983.2005
soutexsurveyors.com

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EXHIBIT "B"

WORK SESSION

- * Review and discuss appointments to various Boards, Commissions and Committees